



# भारत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० 53]

नई दिल्ली, शनिवार, दिसम्बर 31, 1966 (पौष 10, 1888)

No. 53]

NEW DELHI, SATURDAY, DECEMBER 31, 1966 (PAUSA 10, 1888)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

### भाग IV

### PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

ब्रह्मदालत जनाब अपर मुंसिफ साहब,

जिला रांची ।

हकबाद संख्या 352 सन् 1963 ।

जगदीश्वर सिंह—पुर्वाई ।

बनाम

मेसर्स मैजेस्टिक फार्मिनेन्सीयर्स,

प्रा० लिमिटेड—मुदालेह ।

नोटिस बनाम :—मेसर्स मैजेस्टिक फार्मिनेन्सीयर्स प्रा० लिमिटेड,  
साकिन करोल बाग, चावा गोर्डन रोड,  
नई दिल्ली-5 ।

दिनांक 21 दिसम्बर 1966

चूंके इस नोटिस के बजरीये आपको खबर दी जाती है कि आप खुद या बजरिये वकील तारीख 2-1-1967 वख्त 10 1/2 बजे सुबह में इस अदालत में हाजिर होकर इस मुकदमे में अपना जबाब या जो मुनासिब हो कारवाई करें वरना ऊपर लिखे मुकदमे की सुनुवाई आपकी गैरहाजरी में हो जायगी ।

मेरे दस्तखत और इस अदालत की मुहर से आज ता० 6-12-66 को जारी किया गया ।

एस० के० घोष,  
प्रभारी अपर मुंसिफ, रांची

#### LIFE INSURANCE CORPORATION OF INDIA NOTIFICATION

#### AMENDMENT TO THE LIFE INSURANCE CORPORATION OF INDIA (STAFF) REGULATIONS, 1960

In exercise of the powers vested in it under clauses (b) and (bb) of sub-section (2) of section 49 of the Life Insurance Corporation Act, 1956 and with the previous approval of the Central Government, the Life Insurance Corporation of India makes the following amendment to the Life Insurance Corporation of India (Staff) Regulations, 1960 :—

'In Schedule V to the (Staff) Regulations, 1960 add the following sentence at the end of sub-para 2 of para 3 under the head 'Mode of travel for employee and family' :—

"In respect of an employee belonging to Class I who is transferred from one place to another within India and who has to make another trip to his original place, to and fro fare will be allowed to him if he has not previously shifted part of his family to his new place or if the trip is for bringing his children below 16 years of age, provided that such trip is made within a period of 4 months from the date of transfer."

S. D. SRINIVASAN  
Managing Director

#### NOTIFICATION BY THE MADRAS OIL & SEEDS EXCHANGE LTD., MADRAS

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce & Industry No. S.O. 1162 dated the 4th May, 1960 has

L380GI/66

been obtained to the following amendments made to special bye-laws and provisions for N.T.S.D. contracts for groundnut oil of the Bye-laws of the Madras Oil & Seeds Exchange Ltd., Madras, the same having been previously placed on the Notice Board of the Exchange, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules 1954.

#### AMENDMENTS

1. Instead of the existing Bye-law No. 3A(4) the following bye-law shall be substituted :

"3A(4) A member grouped in the panel of "sellers" may enter into a non-transferable specific delivery contract for the sale of groundnut oil either on his own account or in the capacity of a commission agent for an upcountry principal, but shall not enter into any non-transferable specific delivery contract for purchase of groundnut oil as the case may be except in the following cases, namely :

- Where the contract is for the purchase of groundnut oil as the case may be from an upcountry market for delivery in Madras, or
- Where the member has obtained the prior permission of the sub-committee appointed by the Board in this behalf, for the particular contract for purchase of groundnut oil as the case may be, or
- Where the member has specifically permitted to effect local purchases of groundnut oil under the non-transferable specific delivery contract by the Board or the Sub-Committee appointed by the Board in this behalf after being satisfied that the member is a Commission Agent or dealer, has a godown either rented or owned by him, and shows that his local purchases and sales were on an average atleast 200

tonnes in any one year of the last 3 years. Such local purchases in groundnut oil shall be effected only from other commission agents who declare in the contract form that the sale is on behalf of their uncourtry principal and sales of oil so locally purchased shall only be effected to end-users such as vanaspathi manufacturers, retailers, soap factories, hoteliers etc."

2. Instead of the existing bye-law No. 3A(5) the following shall be substituted :

3A(5) A member grouped in the panel of 'buyers' may enter into a non-transferable specific delivery contract for purchase of groundnut oil but shall not enter into any non-transferable specific delivery contract for sale of groundnut oil except in the following cases, namely :

- (a) Where the member has obtained the prior permission of the Sub-Committee appointed by the Board in this behalf, for the particular contract for sale, or
- (b) Where the sale is to an end-user in Madras City such as a Vanaspathi manufacturer, retailer, soap factory, hotelier etc., and where the member has been specifically permitted to effect such sales by the Sub-Committee appointed by the Board in this behalf after satisfying itself that the member :
  - (i) is a commission agent for such end-users or a dealer, and
  - (ii) has a godown either rented or owned by him, and
  - (iii) has to his credit local purchases and sales amounting to 300 tonnes in any one year out of the last 3 years.

3. Instead of the existing bye-law No. 3A(6) the following shall be substituted :

"3A(6) A member classified as a 'buyer' or a 'seller' shall not be allowed to change his classification unless the board is satisfied that for every exceptional reasons, it is necessary to permit the change. The Board, however, shall have the right to remove a member from his panel if he is found to be mis-using the facilities of entering into non-transferable specific delivery contracts."

4. Instead of the existing bye-law Nos. 3(B), 3(C), 9(A) and 9(B) the following shall be substituted :—

"3(B) (i) No member shall enter into a non-transferable specific delivery contract for sale to a non-member or execute an order of a non-member to purchase on his behalf unless the non-member is registered under Bye-law No. 3(B)(ii) of the Exchange. A member may however, enter into such a contract for sale with a non-member who has not already been registered or execute an order for purchase on his behalf provided the member concerned, simultaneously with the entering into such contract,

- (a) report to the Exchange the name and address of the non-member and furnishes also such further particulars of the party as he may have in his possession; and
- (b) undertake to secure from the non-member within 10 days from the making of the contract his application form for registration duly filled in.

(ii) Every non-member intending to enter into a non-transferable specific delivery contract for purchase with a member or intending to place an order with a member for purchase under Non-transferable Specific Delivery Contracts, shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board with the approval of the Commission. On receipt of such an application, the Board after making such inquiry as it considers necessary in this behalf, may grant a certificate of Registration to the non-member or refuse to grant it. The Board may also prescribe such other procedure in respect of the Registration of a non-member as may be considered necessary from time to time.

(iii) A non-member registered under clause (ii) above shall abide by the conditions laid down in the certificate of registration.

(iv) The Board of the Exchange may fine a non-member or cancel his registration granted under clause (ii) above if the non-member contravenes any of the conditions laid down in the certificate of registration or fails to pay the amount of margin due from him under Bye-law 9 within 24 hours if he is residing in Madras or within 48 hours if he is residing outside Madras from the making of the contract.

(v) In case the non-member buyer fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under Byelaw 3B(iv) above, the member shall have the right

- (a) to cancel the contract, or
- (b) to enter into corresponding sale under Non-transferable specific delivery contract and claim from the new member the difference between the price of the contract with him and the price of the corresponding contract for sale, or

(c) to close the contract at the spot rate fixed by the Exchange on the day subsequent to the day on which the time limit to pay the margin expires.

(vi) If a non-member who has not already been registered fails to send his application form for registration duly filled in within 10 days of his entering into a non-transferable specific delivery contract for purchase or if the Board refuses to grant him registration, the non-member shall be debarred from entering into any fresh contract for purchase with any member of the Exchange. However, the contract for purchase which the non-member has already entered into shall be allowed to run its course.

(vii) A non-member registered with the Exchange as a non-member buyer in accordance with bye-law 3(B)(ii) shall not effect sale of the same commodity under a non-transferable specific delivery contract which is subject to the bye-laws of the Exchange in respect of forward contracts for the same commodity. However, such non-member shall be permitted to effect sales of the same commodity under a non-transferable specific delivery contract in Madras to end-users such as vanaspathi manufacturers, retailers, soap factories, hoteliers etc."

5. After bye-law No. 15, add another bye-law No. 16 and incorporate therein the following provisions :—

"16. On any day within one week preceding the last day of delivery the seller or buyer may give a notice to the opposite party to the contract and to the Exchange that he is unable to give or take (as the case may be) delivery of goods. On receipt of such a notice—

(i) If the notice is given by the seller, the buyer may exercise any of the following options :

- (a) buy on seller's account either railway receipt or ready goods on the day on which the notice was received by him.
- (b) close the contract on the day on which the notice was received by him and claim from the seller the difference between the contract rate and the spot rate registered by the Exchange for that day;
- (c) cancel the contract.

The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

In case the buyer does not agree to exercise any of the above options, Byelaw 8(A) shall govern the contract."

(2) If the notice is given by the buyer, the seller may exercise any of the following options :

- (a) sell on buyer's account either railway receipt or ready goods on the day on which the notice was received by him.
- (b) close the contract on the day on which notice was received by him and claim from the buyer the difference between the contract rate and the spot rate registered by the Exchange for that day.
- (c) cancel the contract.

The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

In case the seller does not agree to exercise any of the above options, Bye-law 8(B) shall govern the contract."

6. Instead of the existing form of application for Registration of non-members with the Madras Oil & Seeds Exchange Ltd., the annexed application form should be adopted.

Madras :

Dated : 1st June, 1966.

V. S. KRISHNAMURTHI

Secretary

For The Madras Oil & Seeds Exchange Ltd.

#### ANNEXURE

#### APPLICATION FORM FOR NON-MEMBERS FOR REGISTRATION OF THE NAMES AT MADRAS AS BUYERS (to be submitted in triplicate)

(1) I/We.....age\* presently residing at\*.....and having my/our office at.....wish to trade in Madras Oil & Seeds Exchange Ltd.'s N.T.S.D. Contracts in Groundnut oil with and/or through the members of the Exchange as a Buyer.

Our firm's present partners are :

1. ....
2. ....
3. ....
4. ....

and we hereby undertake to communicate changes in partnership within a month from their occurrence.

(2) (a) I/We propose to trade in the following names/firms which are controlled by me/us :

1. ....
2. ....
3. ....
4. ....

b) I/We have also interest in the following firms .

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

(c) I/We declare that my/our whole business will be shown in the names/firms given above and that I/We shall not trade or do business in other names/firms. In the event of my/our intending to trade or do business in other names/firms, I/We shall give you advance intimation of the same.

\*To be filled in the case of individuals.

(3) I/We, therefore request you to register my/our name in the Register of Registered non-members maintained by the Exchange for the purpose and issue me/us a Registration Certificate.

(4) I/We hereby undertake to abide by the rules, regulations and conditions in force from time to time governing the registration of non-members and the Registered Non-Members' business.

(5) I/We hereby agree that on my/our registration as registered non-members, in the event of any disputes or claims arising between me/us and my/our Brokers or others including members of the Madras Oil & Seeds Exchange Ltd., in respect of or in relation to any contract/s or the existence or the validity of contract/s with me/us in the N.T.S.D. Contracts under the Bye-laws of the Exchange the same shall be referred to arbitration as provided in the Bye-laws of the Exchange and that the decision shall be binding on me/us, and subject to this proviso that the Civil Courts in Madras shall have absolute and exclusive jurisdiction in such matters.

(6) I/We undertake that I/We shall not effect a sale of groundnut oil under a non-transferable specific delivery contract which is subject to the Bye-laws of the Exchange in respect of forward contracts in groundnut oil except as provided under Bye-law No. 3(B)(vii). —

(7) I/We send herewith a sum of Rs. \_\_\_\_\_ being the registration fee.

Dated : this \_\_\_\_\_ day of \_\_\_\_\_ 1966.

Signature

Place :

Date :

Secretary

#### NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

#### CHANGE OF NAMES

I, hitherto known as Shri BHAIKAB MALI, son of Shri GOURPADA MALI employed as Pointsman in the office of Station Master, Bagula residing at Rly. Qr. No. 183, Ranaghat P.O. Ranaghat, Dist. Nadia have changed my name and shall hereafter be known as BHAIKAB CHANDRA SARKAR.

It is certified that I have complied with other legal requirements in this connection.

BHAIKAB MALI  
(Sd. in existing name)

I, hitherto known as GANESH PRASAD GUPTA, son of Shri BHAGWANDAS GUPTA, employed as perm. L.D.C. in Gun Carriage Factory, Jabalpur (M.P.) have changed my name and shall hereafter be known as GANESH RAM JAIN.

It is certified that I have complied with other legal requirements in this connection.

GANESH PRASAD GUPTA  
(Sd. in existing name)

I, hitherto known as Kum. SHASHIKALA MALHAR YADAV, daughter of Shri MALHAR MARUTIRAO YADAV employed as clerk in Telephone Revenue Accounts Office Electronics, Bangalore, residing at 390/1 Mangalwar Peth, Poona-1 have changed my name and shall hereafter be known as Smt. SHASHIKALA MOHAN YADAV.

It is certified that I have complied with other legal requirements in this connection.

S. M. YAD,  
(Sd. in existing name)

I, hitherto known as K. MUNIYALLA, son of Shri KOTAPPA, employed as Steno-typist in Chief Inspectorate of Electronics, Bangalore, residing at No. 4, Milk Man St. Ulsoor, Bangalore-8, have changed my name and shall hereafter be known as K. M. J. RAVI.

It is certified that I have complied with other legal requirements in this connection.

K. MUNIYALLA  
(Sd. in existing name)

I, hitherto known as LOKENATH PALODHY, son of Shri JATINDRA MOHAN PALODHY, employed as Distributor in the Govt. of India Press, Calcutta-1, residing at 70, Ram Kanta Bose Street, Calcutta-3, have changed my name and shall hereafter be known as LOKENATH CHATTERJEE.

It is certified that I have complied with other legal requirements in this connection.

LOKENATH PALODHY  
(Sd. in existing name)

I, hitherto known as KAMAKHYA PROSAD DEY, son of Shri SAILENDRA KUMAR DEY, employed as Guard in Asantol (D. S. Office, E. Rly.), residing at 64, Jagrata Palli, D. P. Nagar, Belgharia, 24-Parg. Calcutta-56, have changed my name and shall hereafter be known as KAMAKHYA PROSAD ROY.

It is certified that I have complied with other legal requirements in this connection.

KAMAKHYA PROSAD DEY  
(Sd. in existing name)

I, hitherto known as A. MARIADROSS PANDIAN (A. M. PANDIAN, CHRISTIAN) son of Shri ANANDAPPA THEVAR employed as Upper Division Clerk in the Customs Circle Office, Tuticorin have changed my name and shall hereafter be known as A. SUNDARA PANDIAN (A. S. PANDIAN, HINDU).

It is certified that I have complied with other legal requirements in this connection.

A. M. PANDIAN  
(Sd. in existing name)

I, hitherto known as JAHAN SINGH, son of Late CH. DHARAM SINGH, employed as Asstt. Engineer (Elect.) in Air Conditioning Division No. III C.P.W.D., New Delhi, residing at D-58A N.D.S.E. Part I, New Delhi have changed my name and shall hereafter be known as CHAUDHRY JAHAN SINGH NAHRA.

It is certified that I have complied with other legal requirements in this connection.

JAHAN SINGH  
(Sd. in existing name)

I, hitherto known as AMARJIT SINGH, son of Shri SAPURAN SINGH, employed as Fieldman in The Plant Pathological, Sub-Station, I.A.R.I., Flowerdale, Simla-2, have changed my name and shall hereafter be known as AMARJIT SINGH BANGAY.

It is certified, that I have complied with other legal requirements in this connection.

AMARJIT SINGH  
(Sd. in existing name)

#### CORRIGENDUM

"Read HARIBANDHU instead of HARIBANDHU BALARAM printed in 4th line of 2nd advertisement in Col. 1st at page 203 in the Gazette of India, Part IV, dated 15th October 1966."

